

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

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IN RE:

COMPLAINT OF INTERMEDIA
COMMUNICATIONS INC. AGAINST
BELLSOUTH TELECOMMUNICATIONS,
INC. TO ENFORCE THE RECIPROCAL
COMPENSATION REQUIREMENT OF
THE PARTIES' INTERCONNECTION
AGREEMENT

Docket No. 00-00280

**INTERMEDIA COMMUNICATIONS INC.'S FIRST SET OF INTERROGATORIES
DIRECTED TO BELLSOUTH TELECOMMUNICATIONS, INC.**

Intermedia Communications, Inc. ("Intermedia"), through undersigned counsel, hereby propounds its First Set of Interrogatories to BellSouth Telecommunications, Inc. ("BellSouth"). BellSouth is requested to respond to the following interrogatories in the manner and within the time frame prescribed by the Tennessee Regulatory Authority.¹

DEFINITIONS AND INSTRUCTIONS

For the purposes of these interrogatories, the following definitions shall apply:

1. "Documents" is used in the broadest sense and includes all tangible things that record information, whether or not such things are in BellSouth's possession, custody or control, and regardless of who prepared or signed them. "Documents" includes both the original and any copy or draft, and all copies which contain any notation not on the original. Examples of "documents" include, but are not limited to, handwritten, typed or printed papers, handwritten notations, office notes, calendar entries, diaries, notes of telephone conversations, photographs,

¹ See Order Revising Procedural Schedule.

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reports, receipts, invoices, memoranda, correspondence, notes, ledger entries, and computer printouts, cards, tapes, disks, and other means of electronically or magnetically maintained information.

"You" and "your" refer to BellSouth.

"Intermedia" refers to Intermedia Communications Inc.

"Persons" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

"And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these interrogatories that would not otherwise be brought within their scope.

"Parties" means BellSouth and Intermedia.

"Act" refers to the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

"Complaint" means the Complaint filed by Intermedia initiating this action.

The "July 1, 1996 Agreement" is the interconnection agreement between Intermedia and BellSouth approved by the Tennessee Regulatory Authority in Docket #96-01161 on December 3, 1996.

The "MTA Amendment" or "Amendment" is the amendment to the July 1, 1996 Agreement interconnection agreement executed on June 3, 1998, and approved by the Tennessee Regulatory Authority on September 1, 1998.

2. "Identify" means (1) when used with reference to a natural person, give the person's full name, business or residence address, business or residence telephone numbers,

occupation and employer; (2) when used with reference to an entity, give the entity's full name, principal place of business, address and telephone number; (3) when used with reference to a document, give the document's date, title, author, recipient, type (*e.g.*, letter, memorandum, note, *etc.*), name of the custodian of the document, and a description of the contents with sufficient specificity to be the basis for discovery; and (4) when used with reference to an action taken by an entity, identify the person(s) taking the action, describe the nature of the action, and give the date on which the action was taken. If any action identified pursuant to (4) involved a communication with another person, identify the person(s) with whom the actor(s) communicated; and, if the communication was through the use of a document, identify the document through which the communication was made.

3. Provide the names, addresses and positions of each person responsible for preparing each of the answers to the interrogatories.

4. If you maintain that any document or record which refers to or relates to anything about which these interrogatories ask or that would be responsive to any of the interrogatories has been destroyed, set forth the content of said document, the location of any copies of said document, the date and circumstances of said destruction, and the name of the person who ordered or authorized such destruction.

5. In answering these interrogatories, furnish all responsive documents in BellSouth's possession or in the possession of any director, officer, employee, agent, representative, or attorney of BellSouth.

6. If you cannot answer an interrogatory in full after exercising due diligence to secure all the information requested, or do not have precise information with regard to any part of

an interrogatory, you should so state in your response, describing in full your efforts to obtain the information requested, and then proceed to respond to the fullest extent possible. If you object to any part of an interrogatory, answer all parts of the interrogatory to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

7. Where the data requested, including but not limited to cost studies and related information, is or can be made available on diskette, please provide the documentation on diskette and indicate what the format in which the data reside.

8. If a responsive document is considered to contain confidential, proprietary, or otherwise protected information, please furnish this document subject to a protective order.

9. If any information is withheld under a claim of privilege, please describe the information without revealing the asserted privileged information, and provide a statement of the basis upon which the claim of privilege is based.

10. When the information requested by an interrogatory varies over time, state the response for each period of time as to which the response differs, and identify the time periods

11. Unless otherwise indicated, the information sought in these interrogatories relates to BellSouth's operations in Tennessee.

INTERROGATORIES

The following interrogatories should be answered separately, fully and served on Intermedia's counsel. Each of the following interrogatories is intended to be a continuing interrogatory; in the event that at any later date BellSouth obtains any additional facts or documentation, or forms any conclusions, opinions or contentions that are different from those set

forth in its answers to such interrogatories, BellSouth shall amend and/or supplement its answers to such interrogatories promptly, and sufficiently in advance of any hearing on this matter before the Authority.

1. Identify all employees, representatives, or agents of BellSouth involved in negotiating the Agreement with Intermedia, including any amendments thereto. In answering this Interrogatory, please explain in detail the role of each such employee, representative, or agent in the negotiations.

RESPONSE:

2. Please describe in detail all negotiations between Intermedia and BellSouth concerning Sections IV.A, IV.B, and IV.D of the Agreement. In answering this Interrogatory, please:

- a) identify each employee, representative, or agent of BellSouth responsible for or in any way involved in negotiating these sections; and
- b) identify all documents that refer or relate to such negotiations.

RESPONSE:

3. Do you contend that at the time the parties negotiated the Agreement both Intermedia and BellSouth did not intend to treat calls to Internet Service Providers as “local

traffic” as defined in Section I.D of the Agreement? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

RESPONSE:

4. Do you contend that at the time the parties negotiated the Agreement both Intermedia and BellSouth did not intend to treat calls to Internet Service Providers as “local traffic” for purpose of compensation under Sections IV.A and IV.B of the Agreement? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

RESPONSE:

5. Please identify the names and addresses of each BellSouth employee who talked or corresponded with Intermedia employees about the Agreement and identify all such correspondence.

RESPONSE:

6. As to individuals who are identified as talking with Intermedia employees concerning the Amendment, please state as to each such conversation the date of the conversation and its content.

RESPONSE:

7. Please state whether BellSouth drafted the Amendment. If your answer is in the negative, please state who did draft the Amendment.

RESPONSE:

8. Please state whether Intermedia requested any revisions to the Amendment. If so, please state who requested the revision and what such revision was. Identify all documents that refer or relate to such request and revision.

RESPONSE:

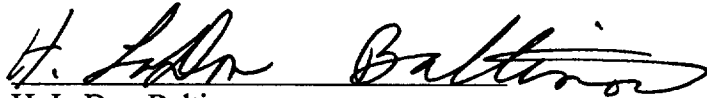
9. Please state whether Intermedia has requested multiple tandem access in the State of Tennessee. If you contend that such a request has been made, state who made such request on Intermedia's behalf, when the request was made, and identify all documents relating to the request.

RESPONSE:

10. Please state whether BellSouth discussed the capabilities of its billing system with an Intermedia employee, as such capabilities related to the Amendment, at or before the time the Amendment was signed. If the answer is affirmative, for each such conversation identify who had such conversation, which Intermedia employee was involved, and the content of the conversation.

RESPONSE:

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of October, 2000, a true and accurate copy of the foregoing was served by hand delivery, overnight delivery or U. S. Mail, first class postage prepaid, to Guy Hicks, Esq., BellSouth Telecommunications, Inc., 333 Commerce Street, Suite 2101, Nashville, TN 37201-3300.


H. LaDon Baltimore